IMPLEMENTED PER UNIVERSITY FINAL OFFER ON MARCH 18, 2022

UNDERSTANDING OF POLICIES

UNIVERSITY OF MISSOURI
ST. LOUIS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS', LOCAL 148, AFL-CIO

EFFECTIVE PERIOD: SEPTEMBER 1, 2021 to AUGUST 31, 2022
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1. INTRODUCTION

A. PREAMBLE

WHEREAS certain employees at the University of Missouri – St. Louis have elected to be exclusively represented by International Union of Operating Engineers', Local 148, AFL-CIO, hereafter referred to as Local 148.

WHEREAS, representatives of the University have met, conferred and discussed with the Union certain aspects of the University's personnel policies and procedures represented in this document.

NOW, THEREFORE, BE IT RESOLVED, that this document represents such discussions.

B. DEFINITIONS

Regular Employee: A regular employee is an administrative, service and support staff member expected to work at least 75 percent FTE with an indicated appointment duration of at least nine (9) months. All regular employees are benefit eligible. Service credit under the UM retirement program requires a minimum of 1500 hours worked per year.

Variable Hour Employee: A variable hour employee is an administrative, service and support staff member whose appointment does not qualify for regular employee status as defined. Employees may be reappointed beyond the initial appointment, but in no instance may a variable hour employee work 1500 hours per year (September 1 to August 31).

2. RECOGNITION

A. The Board of Curators recognizes International Union of Operating Engineers’, Local 148, AFL-CIO as the exclusive bargaining agent representing certain service & support employees within the University for the purpose of discussing general working conditions, employee benefits and services, opportunities for training, and grievances with the University administration.

Service and support employees represented by this exclusive bargaining agent are employed by the University of Missouri and include regular service and support employees, excluding secretarial and clerical employees, technical and professional employees, student employees, variable hour employees, campus police and security guards, confidential, managerial, supervisory, and administrative staff and faculty members.

B. The Board desires to make clear:

1. Employees are not required to become or remain a member of any recognized Union.

2. Any employee may personally discuss with or present to the administration, and through the administration to the Board of Curators, any problem or
suggestion concerning the employee's job or working conditions.

3. No discrimination of any kind will be made in favor of or against any employee for becoming or for not becoming a member of a recognized Union.

4. Any type of attempted coercion, including striking and picketing, will not be condoned.

5. The University will not relinquish any of its legal responsibilities to appoint, remove and fix the compensation, terms and conditions of employment of its employees.

3. UNION BUSINESS

A. UNION STEWARDS

The Union will furnish to the University, in writing; the name of any steward authorized to act in behalf of the Union.

B. MEET AND CONFER REPRESENTATIVES

Representatives of the unit representing the Union at meet and confer conferences shall be given release time at regular pay for the time spent in such conferences. This group shall include up to four (4) members.

C. GRIEVANCE INVESTIGATION REPRESENTATIVES

The Business Representative of the Local or International Union may investigate grievances within the employer's premises and may contact other employees briefly pursuant to the investigation provided that such contact does not interfere with the continuity of operations or otherwise prevent any employee from performing their normal duties.

D. BULLETIN BOARDS

The employer shall designate bulletin boards at mutually agreeable locations or other methods of communication to be used for the posting of approved notices about the Union and its activities. Existing bulletin board privileges shall continue.

E. INFORMATION TO UNION

Job posting notices shall be provided to the Union. Job bidding information shall be made available upon request. Job classification specifications will be made available upon request.

F. MEET AND CONFER DISCUSSIONS

It is understood that union-eligible employees are covered by University and Board policy. During meet and confer sessions Union recommendations concerning University and Board policy will be discussed with University administration. Policy changes will normally be implemented September 1. Other changes in wages and
general conditions of employment will be discussed with the representatives.

4. **CHECK-OFF OF UNION DUES**

A. **POLICY**

1. Any employee within the recognized bargaining unit desiring to assign and have dues withheld from their wages shall execute a "Request and Authorization for Deduction of Organization Dues", which shall provide, in addition to necessary information, the following wording:

   "Beginning [date], I, the undersigned, do hereby assign to International Union of Operating Engineers', Local 148, and hereby authorize the Curators of the University of Missouri to deduct from any net wages due to me and pay to said Union such sum monthly as shall equal the monthly membership dues as may be from time to time established and certified by said Union to the Curators of the University of Missouri."

   "This assignment and authorization shall remain in full force and effect until January 1 after delivery by me to the Curators of the University of Missouri of a written revocation."

2. The assignment and deduction of Union dues will become effective the first day of the month after the request and authorization is delivered not later than the 25th of the month to Human Resources.

3. Such employees desiring such deduction shall execute the authorization provided for in A.1. to be delivered to Human Resources.

4. Regular employees in classifications within the recognized bargaining unit will be eligible for membership and may choose to authorize check-off of Union dues. Such membership does not alter any other section, policy or procedure outlined herein and does not make the provisions of this document, unless otherwise stated, applicable to variable hour employees.

B. The University of Missouri is hereby authorized, upon the filing of such requests and authorizations, to deduct from any net earnings due and payable to such employee the regular monthly dues as may be certified to the University by Local 148. Such deduction shall be made twice each month, and the University shall, monthly, forward to the designated official of such Union:

1. A copy of any Request and Authorization for Deduction of Organization Dues filed as provided with the University during the preceding month

2. A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee

3. The total amount of such dues withheld, less the monthly cost to the University of such dues deductions.
C. Any employee who has executed and filed with the Curators of the University of Missouri a Request and Authorization for Deduction of Organization Dues as hereinabove provided, may during the period December 1 through December 31 annually, terminate such assignment and revoke such authorization by executing, at the office provided above, a Withdrawal of Authorization for Deduction of Organization Dues which shall, in addition to the necessary identification, contain the following language:

"I, the undersigned, do hereby revoke my assignment to, and authorization to deduct dues from my wages for International Union of Operating Engineers', Local 148, effective with the first payroll period beginning on or after the first January 1 following the date of this revocation."

The University shall forward to the designated official of such Union a copy of any "Withdrawal of Authorization for Deduction of Organization Dues" notices filed with the University during the month of December.

D. The University is hereby authorized to make such rules and regulations as may be necessary or desirable to carry into effect the terms of this resolution.

5. COLLECTED RULES AND REGULATIONS
The Collected Rules and Regulations (CRRs) of the University, otherwise known as the governing rules of the University of Missouri System as established from time to time by the President or Board of Curators, applies in full to all employees of the University of Missouri including those otherwise covered by an Understanding of Polices. The CRRs supersede any and all other agreements that may be in place, including but not limited to this Understanding of Polices, and are hereby incorporated by reference as if fully set forth herein. In the case of any conflict between the CRRs and this Understanding of Polices, the former controls (in this regard see also Article 16 Paragraph J). The CRRs may be accessed online at any time at the following:

http://www.umsystem.edu/ums/rules/collected_rules

6. SENIORITY
A. It is the desire and intent of this article to preserve the principle and policy that, all things being equal, job security and promotion shall be commensurate with an employee's seniority.

B. The University reserves the right to determine if an employee is in good standing before they may use their seniority. An employee who is on disciplinary review, or whose record contains suspension or two (2) written disciplinary letters is not in good standing for purposes of the bidding procedure for a six (6)-month period.\(^1\) The University, however, reserves the right, in any given instance, to determine if the employee is in good standing and possesses other relevant qualifications, such as physical fitness, ability, training, skill, etc., to fill the position.

C. The seniority of each regular employee consists of their relative tenure with respect

\(^1\)Documentation of an oral warning should not be considered a written warning.
to other regular employees by (1) occupational group within their respective department, (2) department, (3) seniority in a union-eligible position AND (4) University seniority.

D. When a promotion vacancy occurs, the employee in such occupational group and department who, in the determination of the University, has the longest seniority, greatest ability, skill, training and other relevant qualifications to fill the opening, shall be selected; provided that, in the event these factors are considered equivalent as between employees, the employee with the longest seniority shall be selected.

E. Seniority lists shall be brought up to date at least annually as of July 1, and shall be posted in a conspicuous place. A copy shall be transmitted to the respective designated Union official no later than September 1.

F. JOB OPENINGS-PROMOTIONS AND TRANSFERS

1. In an effort to provide information regarding promotional opportunities for service and support staff, job vacancies will be listed on official bulletin boards or other methods of communication. Each vacancy will be posted for five (5) days within the department unless a promotion is provided the qualified employee with the longest department seniority. If no departmental employee is selected five (5) days after the departmental posting, the position shall be posted campus-wide for a minimum of five (5) days. The position may be posted campus-wide at the same time it is posted within the department. The five (5) days referred to should be five (5) full days, counting all days Monday through Friday, excluding holidays. Notices should be dated the day they are posted and the day they are removed from the bulletin board.

2. If a qualified employee working in the occupational group in which the opening exists applies for the job, their occupational seniority will give them preference over an employee from another occupational group in the same department who may have applied for the job.

3. Where there are no departmental bidders in an occupational group within a department, employees in layoff status may apply their University seniority to positions in their occupational group in another department and shall be considered equally with those department employees without occupational group seniority who bid on such positions. Departmental employees outside the occupational group will apply their University seniority toward vacancies when being considered with employees in layoff status outside the department.

4. If no qualified employee from within the department in which the opening exists applies for the job, and two or more employees equally qualified in all respects from other departments apply, the employee with the greater seniority in a union-eligible position will be given preference.

5. It is the intent of the University’s promotion policy that any present employee seeking a transfer or promotion should have the same qualifications as would be required in the event the position is to be filled by an applicant from
outside the University. Human Resources will review the employee’s file and, if necessary, conduct interviews to help determine whether the employee applying for the transfer or promotion has the necessary qualifications.

6. Employees transferring from one shift to another in the same classification and department are not required to serve a qualifying period.

7. Job postings are required for all shift changes.

7. **JOB ASSIGNMENT**

Employees may submit their assignment preference to their department for consideration. Employees may not use their seniority for the purpose of determining job assignments.

8. **GRIEVANCE PROCEDURE**

The Union and University recognize that salary increases, performance evaluations and job reclassifications are not subject to the grievance process, and are exclusively governed by Article 18 Paragraph J of this Agreement, otherwise known as the Reservation of Management Rights Clause. The Business Representative may email the employee grievance to the campus grievance officer.

9. **UNION ORIENTATION**

Union representative or Union stewards will be provided access to scheduled employee orientations. Orientation access is subject to the following:

A. The Union agrees to provide Human Resources with any and all informational materials the Union intends to distribute as part of its access two (2) weeks in advance of the scheduled employee orientation so as to allow the University adequate time to review the materials for accuracy.

B. The University agrees to review and either approve, reject or revise said Union informational materials promptly and further agrees not to arbitrarily withhold or delay approval or revision of such materials.

C. The informational materials may include the contact information for the Local 148 Business Representative.

D. The University agrees to provide the Union with advance notice of the dates, times and locations of the said employee orientations for such corresponding access.

E. The Union agrees to limit its presentation to no more than ten (10) minutes.

F. The University reserves the right to determine the placement of the Union’s presentation in the Employer’s employee orientation schedule.

G. The Union agrees that the Employer’s representative may remain present in the room during the Union’s ten (10) minute presentation.

H. The University agrees that it will not interrupt or otherwise disrupt the Union’s ten
The Union agrees that it will only be present at employee orientation during its designated ten (10) minute presentation.

J. The Union agrees it will provide to Human Resources the name of the steward who will be attending orientation at least one week in advance of scheduled orientation.

10. WAGE AND SALARY GUIDELINES

A. If, as a result of unsatisfactory work performance, an employee is on unsatisfactory performance/disciplinary review on the effective date of a salary/wage increase, the increase may be withheld.

B. For purposes of this policy, unsatisfactory performance/disciplinary review is defined as a written communication to the employee indicating a specified time period during which the employee's performance will be evaluated to determine if prior unsatisfactory performance or behavior will improve to a satisfactory level.

C. The salary and wage increase will be granted effective at the beginning of the pay period in which performance was deemed satisfactory.

D. Nothing in this policy shall be interpreted to preclude the University from taking progressive disciplinary action at any time during the review period.

11. OVERTIME

The opportunity to work overtime shall be fairly distributed among employees.

12. PAY FOR WORK IN HIGHER CLASSIFICATION

When bargaining unit employees are assigned the duties of a higher paying job classification for a period exceeding five (5) consecutive days, they shall be paid the higher rate commencing on the sixth (6th) day.

13. PAY FOR GRIEVANCE TIME

A. Union representatives or other officers of employee groups are expected to perform their jobs during regular working hours for which they are paid.

Most matters that will be of concern to the Union representatives or other Union officers can properly be handled at times other than during working hours, although good judgment should be exercised in recognizing that in some cases immediate attention is justified.

B. Periodically it will be necessary for university representatives and union representatives to meet to discuss grievances as well as other matters. It will be the University policy to not deduct for the time spent by the employees who are serving as Union representatives. However, in such meetings, a full-time employee of the Union is not to be paid by the University for time spent in such meetings.
C. The employees participating in the meetings are expected to work their normally scheduled work hours except for the time required for such meetings. They are also expected to first advise their supervisors of the need to be off for which approval should be given except in the case of an emergency.

D. Employees who may be scheduled for a different shift and who do not lose time from the job are not to be paid for the time spent in such meetings. Nor are employees to be paid overtime or any additional pay over and above their regular pay for time spent in such meetings that occur before or after the employee’s scheduled workday.

E. Pay for time spent in such meetings is normally to be limited to two (2) employees who are serving as representatives of the employee group. If an aggrieved employee is invited to the meeting to present their views and facts, they should not lose time for such meeting if they are taken off their job.

F. Employees attending Union meetings or participating in any other Union activity which takes them off the job should not be paid for such time.

14. EMPLOYEE BENEFITS

The University of Missouri maintains a program of employee benefits. This program is equally available to all regular employees of the University of Missouri. The various aspects of the staff benefits program currently available through the University to such regular employees are explained in general terms in the separate staff benefit materials. Changes, additions or deletions to the employee benefit programs are not covered under this document. In general changes to these programs occur on an annual basis and will be communicated to the Union.

15. VACATIONS

A. Vacation schedules should be worked out according to the needs of the department. When possible, however, consideration should be given to employee’s requests.

B. When employees request vacations for the same period, employees with greater lengths of service receive priority.

C. Applicable shift differential will be included in computing vacation pay.

16. MISCELLANEOUS PROVISIONS

A. VARIABLE HOUR POSITIONS

Employees who start to work at the University of Missouri in a variable hour position with a 75% FTE or greater appointment, and who subsequently bid into a regular position will have their University service date retroactive to the date of variable hour employment.

The occupational date will be the date the employee enters a regular permanent position that was awarded through the bidding procedure.
B. CONTRACTING OUT

The University will notify the Union of any contracting out that affects bargaining unit employees.

C. DISCIPLINE GUIDELINES

If an employee's record has been free of written warnings, reprimands or disciplinary actions related to attendance or tardiness for a period of two (2) years of continuous employment the University will not base any current disciplinary actions related to attendance or tardiness on the earlier warnings, reprimands, or disciplinary actions. If, however, additional warnings, reprimands or suspensions related to attendance or tardiness have been given during the past two (2) years, then the employee's entire record will be considered in determining appropriate disciplinary action. For all other warnings, reprimands, or disciplinary actions, such as warnings, reprimands, or disciplinary actions related to discrimination, harassment, and sexual misconduct, no such time limitation applies.

D. SAFETY CLAUSE

We affirm and subscribe to the principle that the University of Missouri has an obligation to furnish facilities in an environment that will provide reasonable protection from injury for employees. The University continues its commitment to providing a safe work environment. Employees aware of unsafe working conditions should report such incidents to their immediate supervisor or department head.

E. DRIVER'S LICENSE

Employees who drive a vehicle on official University business must maintain a valid driver's license and are required to provide their supervisor with a copy of the license. An employee whose license is suspended or revoked, either temporarily or permanently, must report this to their supervisor immediately. Regular and periodic checks regarding the validity of employees' driver's license will be conducted by the supervisor. Employees may only operate a University vehicle for official University business.

F. APPRENTICESHIP PROGRAM

The Union and University agree to explore the development of apprenticeship programs / master programs for union-eligible employees at those campuses where such programs do not already exist.

G. LEAVE OF ABSENCE FOR UNION BUSINESS

1. A personal leave of absence for up to one (1) year will be granted to a regular employee of the University who has been elected or appointed to an office of the Union, or as a delegate, necessitating a leave of absence. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Union officer addressed to the University, with a copy of the request addressed to the employee's immediate supervisor. The requests
should include the begin and end dates of the leave and shall be given to the University as far in advance as possible but no later than two (2) weeks prior to the date is to begin.

2. The personal leave of absence is without pay and employees on this type of leave of absence are not required to use accumulated vacation or personal days prior to such leave.

3. Such personal leave of absence may be renewed for an additional period when circumstances warrant renewal.

4. No more than three University of Missouri employees may be on such leave of absence at the same time.

H. MEETING SPACE

The University will provide meeting space one time per quarter to be used for Union business meetings. If special room or equipment set ups are required, those fees will be charged the same as any other group using the facilities and the Union will be responsible for payment. The meeting space will not be used to conduct membership recruitment efforts.

I. LEAD POSITIONS

Employees being transferred to a Lead position will be increased 5 percent above the top rate of the classifications which they are leading.

J. RESERVATION OF MANAGEMENT RIGHTS CLAUSE

1. The University and the Union agree that the efficiency of University operations requires clear management authority and freedom to make decisions. It is further understood and agreed that this document constitutes the entire Understanding of Policies of both parties concerning wages, hours, working conditions and other terms and conditions of employment and that decisions on matters not expressly provided for herein are reserved exclusively to the University. Notwithstanding anything in this Understanding of Policies to the contrary, the University reserves the right to modify unilaterally any of the provisions including, without limitation, those related to wages, hours, working conditions and other terms and conditions of employment, under the following circumstances:

   a. In the event, during the term of this Understanding of Policies, of a reduction in annual appropriations from the Missouri General Assembly to the University or the withholding by the Governor of appropriations made by the Missouri General Assembly such that the appropriated funds available for University operations are less than the appropriated funds available for University operations during the preceding fiscal year;

   b. In the event of enactment, promulgation, amendment or repeal of a law
or regulation applicable to the University during the term of this Understanding of Policies which results either in a reduction of revenue available or an increase in expenses for University operations when compared to such revenue or expenses for the preceding fiscal year or which renders any provision unlawful; or

c. In the event of an unforeseen change in circumstances from those in existence at the time this Understanding of Policies was entered into which would result in an unreasonable burden, financial or otherwise, on the University or its employees.

d. In the event any CRR is issued or revised during the term of this Agreement (see Article 5) which is in conflict with any provision contained herein (as of September 1, 2020, the parties know of no such conflict).

2. Prior to exercising its right to modify the provisions hereof any of the circumstances set forth in items 1.a, 1.b, 1.c, or 1.d above, the University will provide the Union with at least thirty (30) days prior written notice before implementing such modifications and will make a good faith effort to discuss the modifications, including the reasons therefore, with a Union representative within said thirty (30) day period prior to the effective date of such modifications.

17. REFERENCE MATERIALS

A. Except as otherwise provided in this Understanding of Policies, the Understanding of Policies does not limit the scope of items regarding which the Union may make proposals.

B. Appendix A to this Understanding of Policies is only for ease of reference and informational purposes, and includes links to general HR and University Policy. If the URL for any of the listed policies changes, the University will modify the link in Appendix A.

C. The University acknowledges that except as otherwise provided in the Understanding of Policies, the University will provide the Union with at least thirty (30) days prior written notice before implementing modifications to the CRRs or Policies referenced in Appendix A. Upon written request by the Union within three (3) days of receipt of said notification from the University, the parties will then meet and confer within the next three (3) weeks of said request to discuss the modifications, including the reasons therefor. The modifications shall then be effective on the 10th day following the last meeting of the parties during the said three (3) - week period.

18. TERM OF UNDERSTANDING OF POLICIES

This Understanding of Policies shall be in effect for the period September 1, 2021 to August 31, 2022.
APPENDIX A: WEBLINKS TO GENERAL HR AND UNIVERSITY POLICIES
The following HR Policies apply to covered administrative, service and support employees in union-eligible and non-eligible titles, and are maintained by the University within online policy manuals. Agreements specific to union-eligible employees are maintained in the Understanding of Policies.

A. ADMINISTRATIVE LEAVE
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr413

B. ATTENDANCE
   https://www.umsystem.edu/ums/rules/hrm/hr100/hr107

C. BACKGROUND CHECKS AND CRIMINAL CONVICTIONS
   https://www.umsystem.edu/ums/rules/hrm/hr500/hr504

D. CALL-IN / CALL-BACK, STANDBY
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr212

E. DRUG / ALCOHOL ABUSE IN THE WORKPLACE
   https://www.umsystem.edu/ums/rules/hrm/hr500/hr508

F. EMERGENCY CLOSURE AND TRANSITION TO REMOTE OPERATIONS
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr217

G. EMPLOYEE BENEFITS
   https://www.umsystem.edu/totalrewards/benefits

H. FAMILY AND MEDICAL LEAVE ACT (FMLA)
   https://www.umsystem.edu/hr/about-fmla
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr407

I. FUNERAL LEAVE
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr412

J. GRIEVANCE PROCEDURE
   https://www.umsystem.edu/ums/rules/collected_rules/grievance/ch380/380.010_grievance_procedure_administrative_service_support_staff

K. HOLIDAYS
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr401

L. LEGAL PROCEEDINGS (JURY DUTY)
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr410

M. LAYOFF & TRANSITION ASSISTANCE
   https://www.umsystem.edu/ums/hr/transition_assistance
   https://www.umsystem.edu/ums/rules/collected_rules/personnel/ch350/350.051_layoff_and_transition_assistance
N. LEAVES OF ABSENCE
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr408

O. OVERTIME
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr211

P. DAYLIGHT SAVING TIME
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr218

Q. PERSONAL DAYS
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr403

R. PERSONNEL FILES
   https://www.umsystem.edu/ums/rules/collected_rules/information/ch180/180.060_personnel_files

S. POST OFFER PRE-EMPLOYMENT TESTING
   https://www.umsystem.edu/ums/rules/hrm/hr100/hr120

T. PROBATIONARY AND QUALIFYING PERIODS
   https://www.umsystem.edu/ums/rules/hrm/hr100/hr109

U. DISCIPLINE GUIDELINES
   https://www.umsystem.edu/ums/rules/hrm/hr600/hr601

V. REST PERIODS
   https://www.umsystem.edu/ums/rules/hrm/hr500/hr503

W. SHIFT DIFFERENTIAL
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr213

X. SICK LEAVE
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr404

Y. VOTING
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr411

Z. VACATIONS
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr402

AA. PAY PERIODS
   https://www.umsystem.edu/ums/rules/hrm/hr200/hr219

BB. WORKERS’ COMPENSATION
   https://www.umsystem.edu/ums/rules/hrm/hr300/hr307

CC. WORK-INCURRED INJURY OR ILLNESS
   https://www.umsystem.edu/ums/rules/hrm/hr400/hr409
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SIGNATURES OF REPRESENTATIVE PARTICIPANTS IN
MEET AND CONFER DISCUSSIONS
UNIVERSITY OF MISSOURI
ST. LOUIS
SEPTEMBER 1, 2021

FOR UNIVERSITY OF MISSOURI

Marsha Fischer
Vice President and CHRO
University of Missouri System

FOR EXCLUSIVE REPRESENTATIVE

Keith Linderer
Business Manager
International Union of Operating Engineers
Local 148

IMPLEMENTED PER UNIVERSITY FINAL OFFER ON MARCH 18, 2022